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Hudson

AGREEMENT

Between

COUNTY OF HUDSON, County Board of
and Chosen Trade Holders

INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 68, 68A, 68B

X July 1, 1983 through June 30, 1985

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THIS AGREEMENT made this 13th day of October, 1983, by and between the County of Hudson, hereinafter referred to as the "Employer", and International Union of Operating Engineers, Union Local 68, 68A, 68B, AFL-CIO, hereinafter referred to as the "Union", has been created for the purposes of harmony and mutual understanding between the Employer and employees represented by the Union in order that the operations of the County of Hudson shall proceed in an efficient and uninterrupted manner at all times.

INTRODUCTORY STATEMENT

. It is the intention of both the Employer and the Union that this Agreement effectuate the policies of Chapter 303, of the Laws of 1968, N.J.S.A. 34:13A-1 et seq. (hereinafter Chapter 303) and be construed in harmony with the rules and regulations of the New Jersey Civil Service Commission.

WITNESSETH:

WHEREAS, the Union has presented proof that it represents a majority of public employees in an appropriate negotiating unit as provided by N.J.S.A. 34:13A-5.3;

WHEREAS, the Employer and the Union have conducted negotiations in good faith with respect to grievances, and terms and conditions of employment:

IT IS AGREED AS FOLLOWS:

ARTICLE I

RECOGNITION

1.1 The Employer recognizes the Union as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all employees within the classifications as follows:

Chief Engineers, Engineers, Refrigeration
Engineers, Firemen, Firemen Helpers,
Welders, Pump Room Attendants,

but excluding:

Managerial Executives, Non-Craft Employees,
Policemen, Professional Employees, Clerical
Employees and Supervisors as defined in
Chapter 303, Public Laws of 1968 of New
Jersey, and all others.

ARTICLE II

CHECK-OFF

2.1 The Employer agrees to deduct the monthly Union membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the County by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement, to the Treasurer by the 15th of the current month, after such deductions are made.

2.2 Any written designation to terminate authorization for check-off must be received in writing by the Employer and Union July 1st, and filing of notice of withdrawal shall be effective to halt deductions as of January 1st or July 1st next succeeding the date on which notice of withdrawal is filed.

ARTICLE III

HOLIDAYS

3.1 The Employer agrees to continue to provide the same number of paid holidays in existence in the year 1975. The same holidays shall be taken in 1983, 1984, and 1985.

The twelve (12) paid holidays are as follows:

New Year's Day
Washington's Birthday
Memorial Day
Labor Day
Columbus Day
Thanksgiving Day
Lincoln's Birthday
Good Friday
Independence Day
Veteran's Day
Election Day
Christmas Day

3.2 If the County by resolution declares a holiday, said holiday shall be granted to employees covered by this Agreement.

3.3 If a holiday is granted by an intra-county memorandum or a notice of a holiday is transmitted by telephone because of lack of time to prepare a memorandum, said holiday shall be granted to employees covered by this Agreement.

3.4 Employees who work the holiday shall receive eight (8) hours pay for the day worked in addition to the regular eight (8) hours holiday pay.

ARTICLE IV

SICK LEAVE, FUNERAL LEAVE AND MILITARY LEAVE

4.1 The Employer agrees for the duration of this contract to continue its current practices for members of the bargaining unit with respect to sick leave and military leave.

4.2 Any employee called into the Armed Forces of the United States during national emergency, or drafted, shall be given all the protection of applicable laws and leaves of absence shall be granted.

4.3 An individual employee shall be given three (3) days with pay as funeral leave for a death in the employee's immediate family.

4.4 An employee's immediate family shall consist of the following: mother, father, son, daughter, sister, wife, grandchildren, mother-in-law, brother, husband, father-in-law, sister-in-law, brother-in-law, and grandparents.

4.5 Matters of special circumstances involving proper identification of the immediate family or involving an extension of leave time with or without pay shall be at the sole discretion of the County.

4.6 If the County voluntarily grants personal leave days to any other Union in negotiations other than the Welfare Division then the employees covered by this Agreement shall receive the benefit.

ARTICLE V

JURY DUTY

5.1 Jury duty is the responsibility of every citizen, therefore, unless there is strong evidence that the employee's absence from work would seriously impair in any way the operation, the employee shall be expected to serve.

5.2 Regardless of the length of time in performing this responsibility, the employee's service record will remain unbroken.

5.3 The employee will receive pay during the period of jury service equal to his regular wages less the remuneration of jury service allowance. A statement of jury earnings and time served must be supplied by the employee to the County to allow verification of same.

5.4 If an employee reports for jury duty and is excused that day, the employee shall be required to report back to work, as soon as practical thereafter, except such employee shall not be required in said instance if there is less than four (4) hours remaining in the work shift.

ARTICLE VI

MISCELLANEOUS LEAVES OF ABSENCE

6.1 A maximum of one (1) employee to be selected by the Union shall be entitled to time off for attendance at Union conventions. The amount of time off for all such employees shall not exceed a total of five (5) work days each.

ARTICLE VII

CALL IN TIME

7.1 Any employee who is requested by the Employer to return to work during periods other than the employee's regularly scheduled shift shall be guaranteed not less than four (4) hours straight time call in pay, regardless of the number of hours actually worked.

7.2 Any employee called in, in an emergency, who works to the fifth hour shall receive eight (8) hours pay.

ARTICLE VIII

VACATIONS

8.1 Employees hired January 1, 1979 and later covered by this Agreement shall be granted the vacation schedule below:

1st year of employment - one (1) day per month up to September 30th of the first year;

Beginning the second calendar year of employment through the fifth calendar year, twelve (12) working days;

Beginning the sixth calendar year through the fifteenth calendar year, fifteen (15) working days;

Beginning the sixteenth calendar year through the thirtieth calendar year, twenty (20) working days;

Beginning the thirty-first calendar year and thereafter, twenty-five (25) working days.

8.2 Employees hired prior to January 1, 1979 and covered by this Agreement shall be granted the vacation schedule below:

One (1) working day a month up until the end of the first calendar year;

Fifteen (15) working days thereafter until the completion of fifteen (15) years;

Twenty (20) working days from the beginning of the sixteenth year to the end of the thirtieth year;

Beginning the thirty-first year, twenty-five (25) working days.

8.3 After an employee's vacation schedule has been approved by supervision, it shall not be changed except in the case of a verified extreme emergency. A vacation schedule may be changed by mutual agreement.

8.4 An employee shall receive a copy of his vacation schedule after it has been approved.

8.5 Vacation checks will be paid on the day the employee leaves work to start his vacation.

8.6 Employees shall receive any and all vacation due in any given year prior to the end of that year.

ARTICLE IX

DISCIPLINE

9.1 Disciplinary action may be imposed upon any employee only for just cause. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular Grievance Procedure.

9.2 Whenever practicable, if the Employer has reason to reprimand an employee, it shall be done in a manner that will not unduly embarrass the employee before other employees or the public.

ARTICLE X

RETIREMENT ALLOWANCE

10.1 Effective June 30, 1978, the County shall establish a retirement leave payment. The retirement leave payment for an employee shall be calculated at the rate of one (1) day pay for each three (3) days of unused annual accumulated sick leave. The maximum retirement leave payment to any one employee shall not exceed Three Thousand (\$3,000.00) Dollars.

10.2 If the current budget does not permit immediate payment upon retirement, then such payment may be made after November 15, but in no event later than the following January. If an employee retires, but dies prior to the payment of the retirement leave, the County shall pay to the employee's estate the retirement leave pay.

10.3 If an employee has reached the minimum retirement age of 60 years of age and dies while continuing in the employ of the County, the retirement leave payment for unused accumulated sick leave shall be paid to that employee's estate.

ARTICLE XI

SENIORITY

11.1 Wherever practicable, seniority shall prevail in connection with vacation schedules and holiday assignments.

11.2 In cases of equal seniority, preferences will be given to qualified veterans before non-veterans.

11.3 Seniority for all purposes is defined in accordance with Civil Service Rules and Law.

ARTICLE XII

MANAGEMENT RIGHTS

12.1 Nothing herein shall alter or deprive any employee rights guaranteed to him by Federal or State Law and all rights enumerated herein.

12.2 The Employer hereby retains the right to manage and control its facilities, and in addition, retains the right to hire, promote, transfer, discipline or discharge employees for just cause.

12.3 The County, in accordance with applicable laws and regulations, retains full jurisdiction and authority over matters of policy and retains the right to relieve employees from duties because of lack of work or other legitimate reasons, to maintain the efficiency of the hospital operations entrusted to them and determine the methods, means and personnel by which such operations are to be conducted, and further to take whatever other actions may be necessary to carry out the mission of the hospital in any situation.

ARTICLE XIII

POLICY ON DISCRIMINATION

13.1 The Employer and the Union both agree that they shall not discriminate against any employee because of race, color, creed, religion, nationality or sex, and the parties further agree that no employee shall be discriminated against or interfered with because of lawful Union activities.

ARTICLE XIV

GRIEVANCE AND ARBITRATION PROCEDURE

14.1 A "grievance" shall be any difference of opinion, controversy or dispute arising between the parties hereto relating to the alleged violation of, interpretation or application of any of the provisions of this Agreement.

14.2 A grievance to be considered in this procedure must be initiated by the employee within thirty (30) working days from the time the employee knew or should have known of its occurrence.

14.3 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

14.4 It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Employer until such grievance has been fully determined.

STEP ONE:

The grievance shall be discussed with the employee involved and the Union Representative with the immediate

supervisor designated by the Employer. The answer shall be in writing and made within three (3) days by such immediate supervisor to the Union.

STEP TWO:

If the grievance is not settled through Step One the same shall within five (5) working days be reduced to writing by the Union and submitted to the Department Head, or any person designated by him, and the answer to such grievance shall be made in writing, with a copy of the Union within five (5) days of submission.

STEP THREE:

If the grievance is not settled at Step Two then the Union shall have the right within five (5) working days of the receipt of the answer at Step Two to submit such grievance to the County Executive. A written answer to such grievance shall be served upon the individual and the Grievance Committee seven (7) calendar days after submission.

STEP FOUR:

If the grievance is not settled through Step Three then the aggrieved shall have the right within five (5) working days to pursue all legal remedies afforded by the provisions of the Civil Service Act.

If the grievance is not settled at Step Three and the aggrieved does not elect to pursue his grievance under the

provisions of the Civil Service Act, then the Union shall have the right within five (5) working days to submit such grievance to an arbitrator. The arbitrator shall be Joseph Wildebush of Pompton Lakes, New Jersey. The arbitrator shall have full power to hear the dispute and make a final determination, which shall be binding on both parties. The arbitrator does not have the right to add to, subtract from or modify this Agreement in any manner. Each party shall bear its own costs of the arbitration but the costs of the arbitrator shall be borne by the Employer and the Union equally.

The Union President, or his authorized representative, may report an impending grievance to the County Executive in an effort to forestall its occurrence.

14.5 Since adequate grievance procedures are provided in this Agreement, the Union agrees that it will not engage in, encourage, sanction or suggest strikes, slowdowns, mass resignations or mass absenteeism, or other similar action which would involve suspension of work that may disturb or interfere with the orderly operation of the hospital departments.

14.6 Nothing herein shall prevent any employee from processing his own grievance, provided the Grievance Committee may be present as observer at any hearing on the individual's grievance.

ARTICLE XV

SALARIES

15.1 Effective July 1, 1983, the annual salaries of all employees in this bargaining unit covered by this Agreement shall be increased eight (8%) percent per annum. Any part-time employee shall receive a pro rata portion of this amount equal to the percentage of the work week to which they are employed.

15.2 Effective July 1, 1984, the annual salaries of all employees in this bargaining unit covered by this Agreement shall be increased seven (7%) percent per annum. Any part-time employee shall receive a pro rata portion of this amount equal to the percentage of the work week to which they are employed.

ARTICLE XVI

UNION REPRESENTATIVES

16.1 The Employer shall recognize and deal with those Union Representatives and Grievance Committee members designated by the Union through its internal processes in each department and division of employment. The said Grievance Committee shall not exceed three (3) members.

ARTICLE XVII

BULLETIN BOARDS

17.1 Bulletin Board space shall be allowed as available by the Employer at the various work locations for the exclusive use of the Union posting Union announcements and other information of a non-controversial nature. The Employer shall have the right to determine the location and space to be allotted for Union purposes. If it is necessary to add additional Bulletin Boards at any location, such expense shall be borne exclusively by the Union.

ARTICLE XVIII

HEALTH BENEFITS AND INSURANCE

18.1 The insurance and health benefit levels in effect at the time of the signing of this Agreement shall remain in effect until June 30, 1985 and thereafter unless the County and the Union mutually agree to any change.

18.2 Effective January 1, 1979, the County shall improve the prescription drug program to provide a \$1.00 co-pay benefit level.

18.3 Effective July 1, 1979, the County shall establish the basic County dental program which shall be at a benefit level of the Blue Cross/Blue Shield basic plan benefit level. This County basic dental program shall be provided for the employee and spouse; in the case of an employee who is without spouse but with dependent children and is so covered for the health insurance, such employee may elect the employee and children program.

Effective July 1, 1981, the dental plan shall be extended to cover employee, spouse and children.

18.4 Effective July 1, 1979, the County life insurance program shall be increased to a benefit level of \$5,000.00.

18.5 The parties agree that the County shall have the unilateral right to select the insurance carrier and program

and/or self insure in its sole and absolute discretion. Any dispute dealing with the selection of insurance carrier, program, or decision to self insure shall not be subject to the Grievance Procedure. No reduction in benefit level shall result.

ARTICLE XIX
UNION SECURITY

19.1 Upon the request of the Union, the Employer shall deduct a representation fee from the wages of each employee who is not a member of the Union.

19.2 These deductions shall commence thirty (30) days after the beginning of employment in the unit or ten (10) days after reentry into employment in the unit.

19.3 The amount of said representation fee shall be certified to the Employer by the Union, which amount shall not exceed 85% of the regular membership dues, fees and assessments charged by the Union to its own members.

19.4 The Union agrees to indemnify and hold the Employer harmless against any liability, cause of action or claims of loss whatsoever arising as a result of said deductions.

19.5 The Employer shall remit the amounts deducted to the Union monthly, on or before the 15th of the month following the month in which such deductions were made.

19.6 The Union shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5(c) and 5.6, and membership in the Union shall be available to all employees in the unit on an equal basis at

all times. In the event the Union fails to maintain such a system, or if membership is not so available, the Employer shall immediately cease making said deductions.

ARTICLE XX

GENERAL PROVISIONS

20.1 Should any portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific portion of the Agreement affected by such decision.

20.2 The representatives of the Employer and the Union may, by mutual consent, adopt written memoranda covering in more specific terms the interpretation or application of this Agreement in order to make it more suited to a specific bargaining unit or for other special circumstances. Such memoranda shall not conflict with this Agreement, the latter being the controlling factor should any dispute arise.

20.3 The benefits provided for in this Agreement shall accrue only to those employees in the employ of the Employer on the date that this document is signed. Such benefits will also accrue to those employees hired after the date of signing of this document.

20.4 The Chief Engineer shall not stand a watch except in the case of an emergency.

20.5 The length of the break-in period for new employees shall be left to the discretion of the Chief Engineer.

20.6 The members of the bargaining unit of Local 68 shall as follows:

Be paid one (1) hour lunch in addition to their 40 hour work week for a total of 45 hours pay for 40 hours of work each week.

<u>Chief</u>	Rate x 5 hrs. per week = Total Total + weeks pay
<u>Engineer & Welder</u>	Rate x 5 hrs. per week = Total Total + weeks pay
<u>Fireman</u>	Rate x 5 hrs. per week = Total Total + weeks pay
<u>Pump Room</u>	Rate x 5 hrs. per week = Total Total + weeks pay

20.7 The County shall provide the license stipend in accordance with the agreed upon practice.

ARTICLE XXI

LONGEVITY

21.1 The County of Hudson recognizing the importance of long term employees of the County of Hudson sets forth the following longevity program.

21.2 For employees with more than five (5) years of service but not more than ten (10) years of service - \$200.00 per annum;

21.3 For employees with more than ten (10) years of service but not more than fifteen (15) years of service - \$400.00 per annum;

21.4 For employees with more than fifteen (15) years of service but not more than twenty (20) years of service - \$600.00 per annum;

, 21.5 For employees with more than twenty (20) years of service but not more than twenty-five (25) years of service - \$800.00 per annum;

21.6 For employees with more than twenty-five (25) years of service - \$1,000.00 per annum.

21.7 The longevity program shall be implemented only for full time employees. Employees working less than a regular full time schedule shall not be eligible for longevity.

ARTICLE XXII

UNIFORMS

22.1 The County agrees to continue supplying uniforms to all employees who are members of the Operating Engineers, Local 68, 68A, and 68B and are now receiving them from the County.

ARTICLE XXIII

DURATION OF AGREEMENT

23.1 This Agreement shall become effective July 1, 1983 and shall terminate on June 30, 1985. It may be extended by mutual agreement of the parties if expressed in writing.

COUNTY OF HUDSON

EDWARD F. CLARK, JR.
COUNTY EXECUTIVE

OPERATING ENGINEERS,
LOCAL 68, 68A and 68B

BUSINESS MANAGER

Thomas P. Silliman
PRESIDENT

James J. O'Leary
RECORDING SECRETARY

Pat J. Clark
BUSINESS REPRESENTATIVE